

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:

Mark J. Lies

CHAPTER 7
CASE NO. 09-40248-NCD

Debtor.

NOTICE OF HEARING AND MOTION OF TRUSTEE FOR AUTHORITY TO SELL REAL
PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS

TO: Parties specified in Local Rule 9013-3.

Timothy D. Moratzka ("Trustee") as Chapter 7 Trustee for the Bankruptcy Estate of the Debtor, Mark J. Lies, by and through his undersigned attorneys, moves the Court for the relief requested below and gives notice of hearing.

The Court will hold a hearing on this motion at 1:30 p.m. on September 1, 2010, before the Honorable Nancy C. Dreher in Courtroom 7 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.

Any response to this motion must be filed and served not later than 1:30 p.m. on August 30, 2010, which is 48 hours before the time set for the hearing (including Saturdays, Sundays, and holidays). UNLESS A WRITTEN RESPONSE IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

JURISDICTION

1. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Fed.R.Bankr.P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing an involuntary Chapter 7 case was filed on January 16, 2009. The case is now pending in this Court.

2. This motion arises under 11 U.S.C. §363(b)(1) and (f) and Bankruptcy Rule 6004. This motion is filed under Bankruptcy Rule 9014 and Local Rules 6004-1 and 9013-1 through 9013-3.

RELIEF SOUGHT

3. The Trustee requests an order authorizing him to sell the Estate's interest in the following real property, free and clear of liens:

The land referred to is situated in the State of Minnesota, County of Morrison, and is legally described as follows:

Lot 11, Highland Park Terrance, according to the plat thereof on file and of record in the office of the County Recorder in and for Morrison County, Minnesota.

Property Address: 13313 Thomas Drive, Little Falls, MN 56345

(the "Real Property")

THE OFFER TO PURCHASE

4. The Trustee has received an offer to purchase the Estate's interest in the Real Property from Leighanne H. Holmes ("Holmes") for the sum of Two Hundred Thirty-Nine Thousand and no/100ths (\$239,000) and pursuant to the terms of the Purchase Agreement attached hereto as Exhibit "A".

5. Real estate taxes for 2009 and prior years have been paid. The real estate taxes due and payable in the year 2010 in the amount of \$2466 are half paid.

6. The sale is free and clear of all liens, claims, and interests, except as set forth herein, and the Order approving the Sale will provide for a sale of the Estate's interest in the Real Property, free and clear of liens with certain, if any, liens attaching to the proceeds or paid at closing.

STATEMENT OF BUSINESS JUDGMENT

7. Trustee has received no other firm offers in writing to purchase the Real Property without contingencies and believes that the proposed offer represents the best price that can be obtained for the Real Property. The appraised value of the Real Property is \$242,000.00.

8. The Assessor's Estimated Market Value ("AEMV") is \$227,200 as of January 2, 2010, of record for Parcel ID No. 16.0683.000.

9. The Debtor, Mark John Lies, has an undivided 1/9th interest in the real interest as joint tenant with Mary Catherine Lange, Thomas William Lies, Patrick Joseph Lies, Mark John Lies, Laurie Ann Lorzier, Michael Francis Liens, James Martin Lies, William Matthew Lies and Susan Jane Silber.

10. The Debtor has claimed a portion of this real estate as exempt in the amount of \$9000 which will be paid to the Debtor at the real estate closing.

11. The sale will generate estimated proceeds to the Estate as follows:

Gross Sale Price:	\$239,000
Less:	
Cost of Sale:	\$8684.7
Real Estate Taxes:	
2010	\$388.66
(7/1/10 to 8/27/10)	
Mary Catherine Lange:	\$25,547.40
Thomas William Lies:	\$25,547.40
Patrick Joseph Lies:	\$25,547.40
Larue Ann Lozier	\$25,547.40
Michael Frances Lies:	\$25,547.40
William Matthew Lies	\$25,547.40
James Mailen Lies:	\$25,547.40
Susan Jane Silber:	\$25,547.40
Mark John Lies:	\$9000.00
Net Sales Proceeds:	\$16,547.44

12. Trustee has received no other inquiries about acquisition of the Real Property.

The Trustee believes that the proposed sale of Real Property is in the best interests of the Estate and its creditors and should be approved.

13. The sale does not have a disproportionately negative tax effect on the Estate based on the Trustee's analysis of the Estate's tax attributes.

14. Holmes will pay the Broker fees in the amount of \$7,170.00 which represents 3% of the sale price.

15. The Trustee's opinions as to value of the Real Property being sold are supported by the appraisal, the market conditions and the inability to generate any other offers.

16. The Trustee, in his discretion and exercising his business judgment, may withdraw this motion to sell at any time prior to court approval.

COMPETING OFFERS

17. If any party desires to make a higher dollar offer to purchase the Real Property on the same terms as described above, a notice must be served on the Trustee and all other Joint Tenants within 72 hours prior to the hearing date set forth above:

Timothy D. Moratzka,
Trustee for Mark J. Lies
1400 AT&T Tower
901 Marquette Avenue
Minneapolis, MN 55402

Thomas Lies
Attorney for the Estate of Delores Ann Lies
630 Roosevelt Rd., Suite 101
St. Cloud, MN 56302

18. The Buyer will be allowed to make a counter offer on any offers received.

EXPEDITED RELIEF REQUESTED

19. Local Rule 9006-1(d) permits expedited relief to be sought. An expedited hearing on the relief sought is appropriate, as the Purchaser has secured financing and may be lost if the closing is not on or before August 31, 2010.

20. The offer will have to be accepted by all Joint Tenants.

WHEREFORE, the Trustee requests that the Bankruptcy Court grant his request for authority to sell the Estate's interest in Real Property to Holmes and that certain liens shall attach to the proceeds.

Dated: August 24, 2010

MACKALL, CROUNSE & MOORE, PLC

/e/Timothy D. Moratzka
Timothy D. Moratzka (#75036)
Attorney for Trustee
1400 AT&T Tower
901 Marquette Avenue
Minneapolis, MN 55402
(612) 305-1400

VERIFICATION

Timothy D. Moratzka declares under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on: August 24, 2010

Signed: /e/Timothy D. Moratzka
Timothy D. Moratzka

COUNTEROFFER ADDENDUM

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1. Date May 13, 2010

2. Page _____

3. Addendum to Purchase Agreement, Counteroffer Number _____

4. by ☐ Buyer ☒ Seller to the Purchase Agreement, dated May 13, 20 10
(Check one.)5. and signed by Buyer, Laigh Anne H. Holman6. pertaining to the purchase and sale of the property located at 13713 Thorndale Drive7. Little Falls, MN 562458. [CAUTION: This Counteroffer Addendum does not include the terms or conditions in any other
9. counteroffer.]10. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
11. the same, as stated in the Purchase Agreement, except the following:

12. (Select appropriate changes from original offer.)

13. ☒ Sale price shall be \$ 339,00014. ☐ Earnest money shall be a total of \$ _____15. ☐ Cash of at least _____ percent (%) of the sale price, which includes the earnest money; PLUS;16. ☐ Financing, the total amount secured against the property to fund the purchase and to exceed
17. percent (%) of the sale price.18. ☒ Closing date shall be on or before Aug 31, 2010 1 July 1019. ☐ Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ _____20. ☐ Seller shall pay Buyer's closing costs, prepaids, insurance and
21. not to exceed \$ _____22. ☐ Possession shall be on _____, 20 _____23. ☐ Other: _____

24. _____

25. _____

26. _____

27. _____

28. [Signature] 5/26/2010 [Signature] 13 May 10
(Seller's Signature) (Date) (Buyer's Signature) (Date)29. _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)30. This Counteroffer Addendum is ☐ REJECTED ☐ COUNTERED
(Check one.) (Initial) (Initial)

31. ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.

32. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).

33. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN:00 (8/07)



New Horizons Realty Inc
16594 Hwy 27
Little Falls, MN 56246
Office: (320) 632-2381

PURCHASE AGREEMENT

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1. Date May 19, 2010

2. Page 1 of 1

3. RECEIVED OF Stephen H. Halonen
4. _____
5. the sum of One thousand Dollars (\$ 1,000.00)
6. by ☒ CHECK ☐ CASH ☐ NOTE as earnest money to be deposited upon Final Acceptance of Purchase
(Check one)

7. Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. Said earnest money is part payment for the purchase of the property located at

11. Street Address: 1313 Thomas Drive

12. City of Little Falls, County of Wadena

13. State of Minnesota, legally described as Highland Park Terrace Lot 11

14. _____

15. _____

16. _____

17. _____

18. including all fixtures on the following property, if any, owned by Seller and used and located on said property,

19. including but not limited to garden bulbs, plants, shrubs and trees; storm sash, storm doors, screens and awnings;

20. window shades, blinds, traverse and curtain and drapery rods; attached lighting fixtures and bulbs; plumbing

21. fixtures, water heater, heating plants (with any burners, non-fuel tanks, stokers and other equipment used in connection

22. therewith), built-in air-conditioning equipment, electronic air filter, water softener ☒ OWNED ☐ RENTED ☐ NONE,
(Check one)

23. built-in humidifier and dehumidifier, liquid fuel tank(s) ☐ OWNED ☐ RENTED ☒ NONE and controls (if the
(Check one)

24. property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; BUILT-INS: dishwashers,

25. garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms;

26. ATTACHED: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and

27. heaters; AND the following personal property: _____

28. _____

29. _____

30. _____

31. _____

32. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 239,000)
Two hundred thirty-nine thousand Dollars,

34. which Buyer agrees to pay in the following manner:

35. 1. Cash of at least 0 percent (%) of the sale price, which includes the earnest money; PLUS

36. 2. Financing, the total amount secured against this property to fund this purchase, not to exceed 22%
percent (%) of the sale price.

38. Such financing shall be (check one) ☐ a first mortgage; ☐ a contract for deed; or ☐ a first mortgage with
39. subordinate financing, as described in the attached Addendum.

40. ☐ Conventional ☐ FHA ☒ DVA ☐ Assumption ☐ Contract for Deed ☐ Other: _____
(Check one)

41. The date of closing shall be May 19, 2010

MNLRP-1 (3/00)

or before Aug 1, 2010

42. Address 13313 Thompson Drive
43. Page 2 Date May 22, 2010

44. This Purchase Agreement ☐ IS ☒ IS NOT subject to a Contingency Addendum for sale of Buyer's property.
(Check one.)
45. (If answer is IS, see attached Addendum.)
46. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing
47. is applicable.)
48. This Purchase Agreement ☐ IS ☒ IS NOT subject to cancellation of a previously written purchase agreement
(Check one.)
49. dated _____, 20____.
50. (If answer is IS, said cancellation shall be obtained no later than _____, 20____. If
51. said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
52. sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid
53. hereunder to be refunded to Buyer.)
54. Buyer has been made aware of the availability of property inspections. Buyer ☐ Elects ☒ Declines to have a
(Check one.)
55. property inspection performed at Buyer's expense.
56. This Purchase Agreement ☐ IS ☒ IS NOT subject to an Inspection Contingency Addendum.
(Check one.)
57. (If answer is IS, see attached Addendum.)
58. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a
59. ☒ Warranty Deed or ☐ Other: _____ Deed joined in by spouse, if any, conveying
(Check one.)
60. marketable title, subject to
61. (a) building and zoning laws, ordinances, and state and federal regulations;
62. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
63. (c) reservation of any mineral rights by the State of Minnesota;
64. (d) utility and drainage easements which do not interfere with existing improvements;
65. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____
66. _____; and
67. (f) others (must be specified in writing): _____
68. _____
69. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and
70. interest.
71. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green
(Check one.)
72. Acres) or special assessments, payment of which is required as a result of the closing of this sale.
73. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY ON
(Check one.)
74. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
75. payable in the year of closing.
76. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PAY on date of closing all other special assessments levied as
(Check one.)
77. of the date of this Purchase Agreement.
78. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
(Check one.)
79. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
80. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or
81. less, as required by Buyer's lender.)
82. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
83. which is not otherwise herein provided.

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PURCHASE AGREEMENT

84. Address 63213 Thomas Drive85. Page 3 Date May 12, 2010

86. As of the date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice
(Check one)
87. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
88. against the property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
89. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
90. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
91. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
92. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
93. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
94. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
95. directing all earnest money paid hereunder to be refunded to Buyer.
96. Buyer shall pay ☒ PRORATED FROM DAY OF CLOSING ☐ _____ 12ths OF ☐ ALL ☐ NO real estate taxes due
(Check one)
97. and payable in the year 2012
98. Seller shall pay ☒ PRORATED TO DAY OF CLOSING ☐ _____ 12ths OF ☐ ALL ☐ NO real estate taxes due and
(Check one)
99. payable in the year 2012. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted
100. to the new closing date. Seller warrants taxes due and payable in the year 2012 shall be ☒ FULL ☐ PART ☐ NON-
(Check one)
101. homestead classification.
102. If part- or non-homestead classification is checked, Seller agrees to pay Buyer at closing \$ 1.12
103. toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes
104. when they become due and payable. Buyer shall pay real estate taxes due and payable in the year following closing
105. and thereafter, the payment of which is not otherwise herein provided. No representations are made concerning the
106. amount of subsequent real estate taxes.
107. **POSSESSION:** Seller shall deliver possession of the property no later than immediately after closing.
108. All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and natural gas shall
109. be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid
110. petroleum gas on the day of closing, at the rate of the last fill by Seller. Seller agrees to remove ALL DEBRIS AND
111. ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.
112. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance of this Purchase Agreement, Seller
113. shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
114. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
115. or Buyer's designated title service provider:
116. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed
117. to write title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and
118. exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the issuance
119. of the title insurance policy(ies) including but not limited to the premium(s), Buyer's name search and plat
120. drawing, if any. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in
121. Seller's possession or control, for this property to Buyer or Buyer's designated title service provider.
122. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to
123. date if Registered (Torrens) property. Seller shall pay for the abstracting or RPA costs and surrender any
124. abstract for this property in Seller's possession or control to Buyer or Buyer's designated title service provider.
125. If property is Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.
126. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event Seller has not
127. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable, or in
128. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
129. and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare
130. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
131. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
132. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
133. directing all earnest money paid hereunder to be refunded to Buyer.

MN:PA-3 (8/09)

PURCHASE AGREEMENT

184. Address 13313 Horton Drive185. Page 5 Date May 12, 2010186. **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge, there are no hazardous substances or underground

187. storage tanks except herein noted: _____

188. _____

189. _____

190. _____

191. _____

192. _____

193. _____

194. _____

195. _____

196. _____

197. (Check appropriate boxes.)

198. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

199. CITY SEWER ☐ YES ☒ NO / CITY WATER ☐ YES ☒ NO200. **SUBSURFACE SEWAGE TREATMENT SYSTEM**201. SELLER CERTIFIES THAT SELLER ☒ DOES ☐ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT

202. SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit,

203. see Subsurface Sewage Treatment System Disclosure Statement.)

204. **PRIVATE WELL**205. SELLER CERTIFIES THAT SELLER ☒ DOES ☐ DOES NOT KNOW OF A WELL ON OR SERVING THE

206. PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)

207. THIS PURCHASE AGREEMENT ☒ IS ☐ IS NOT SUBJECT TO A SUBSURFACE SEWAGE TREATMENT SYSTEM

208. AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)

209. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS

210. RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM

211. DISCLOSURE STATEMENT.

212.

NOTICE

213. Doreen J. Koppen
(Licensee)is ☐ Seller's Agent ☒ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Check one.)214. Century 21 N. Star Realty
(Real Estate Company Name)215. _____
(Licensee)is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Check one.)216. _____
(Real Estate Company Name)217. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

MN:PA-5 (8/09)

PURCHASE AGREEMENT

218. Address 13317 Thompson Drive219. Page 6 Date May 12, 2010

220. SELLER WARRANTS THAT CENTRAL AIR-CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED
 221. AND LOCATED ON SAID PROPERTY SHALL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS
 222. NOTED IN THIS PURCHASE AGREEMENT.

223. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
 224. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF
 225. THIS PURCHASE AGREEMENT.

226. BUYER ☐ HAS ☒ HAS NOT RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT OR A
 227. SELLER'S DISCLOSURE ALTERNATIVES FORM.

228. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY. SELLER AGREES TO
 229. NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM ANY PRIOR
 230. REPRESENTATIONS REGARDING THE PROPERTY.

231. IN THE EVENT BUYER AND SELLER HAVE ELECTED 'WAIVER' ON THE SELLER'S DISCLOSURE ALTERNATIVES
 232. FORM, THEN DO NOT COMPLETE LINES 233-238.

233. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE
 234. PROBLEMS OF WATER IN BASEMENT OR DAMAGE CAUSED BY WATER ICE OR ICE BUILDUP ON ROOF OF
 235. THE PROPERTY, AND BUYER RELIES SOLELY IN THAT REGARD ON THE FOLLOWING STATEMENT BY
 236. SELLER.

237. SELLER ☐ HAS ☒ HAS NOT HAD A WET BASEMENT AND ☐ HAS ☒ HAS NOT HAD ROOF, WALL OR
 238. CEILING DAMAGE CAUSED BY WATER OR ICE BUILDUP.

239. DUAL AGENCY REPRESENTATION

240. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:241. ☒ Dual Agency representation **DOES NOT** apply in this transaction. Do not complete lines 242-258.242. ☐ Dual Agency representation **DOES** apply in this transaction. Complete the disclosure in lines 243-258.

243. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a
 244. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
 245. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
 246. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
 247. Seller(s) and Buyer(s) acknowledge that

248. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
 249. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
 250. information will be shared;

251. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

252. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
 253. the sale.

254. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
 255. and its salesperson to act as dual agents in this transaction.

256. Seller _____

Buyer [Signature]

257. Seller _____

Buyer [Signature]

258. Date _____

Date May 10

MN:PA-6 (8/08)



New Horizons Realty Inc

PUF PURCHASE AGREEMENT

259. Address _____

260. Page 7 Date _____

261. OTHER: A Carbon Monoxide detector will be in place and operational within 10' of each legal bedroom.

262. _____

263. _____

264. _____

265. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

267. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.

I agree to purchase the property for the price and on the terms and conditions set forth above
I have reviewed all pages of this Purchase Agreement.

270. otherwise in writing.
271. I have reviewed all pages of this Purchase Agreement.
272. ☐ If checked, this Purchase Agreement is subject to attached Counteroffer Addendum.

274. X James M. Lies
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

275. X JAMES M. LIES
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

276. X SINGLE
(Marital Status)

X _____
(Marital Status)

277. X _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

278. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

279. X _____
(Marital Status)

X _____
(Marital Status)

280. FINAL ACCEPTANCE DATE _____

281.

282.

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

283. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION
284. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
285. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

286. SELLER(S) _____ BUYER(S) _____

287. SELLER(S) _____ BUYER(S) _____

MN-PA-7 (8/09)

259. Address 13313 Thomas Drive

260. Page 7 Date May 12, 2010

261. OTHER: _____

262. _____

263. _____

264. _____

265. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

267. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.
271. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and on the terms and conditions set forth above
I have reviewed all pages of this Purchase Agreement.

272. ☐ If checked, this Purchase Agreement is subject to attached Counteroffer Addendum.

mFL
274. X Michael F. Lies
(Seller's Signature) (Date)

X [Signature] 12 May 10
(Buyer's Signature) (Date)

mFL
275. X Michael F. Lies
(Seller's Printed Name)

X Leighanne Holmes
(Buyer's Printed Name)

mFL
276. X Single
(Marital Status)

X Pending Legal Divorce
(Marital Status) soon

277. X David H. Aguiar 5-19-10
(Seller's Signature) (Date)

X [Signature]
(Buyer's Signature) (Date)

278. X LAURIE ANN LOZIEK
(Seller's Printed Name)

X Laurie J. Lies
(Buyer's Printed Name)

279. X Married
(Marital Status)

X Single
(Marital Status)

280. FINAL ACCEPTANCE DATE _____

281. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
282. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

283. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION
284. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT WHICH IS AN OPTIONAL,
285. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

286. SELLER(S) _____

BUYER(S) [Signature]

287. SELLER(S) _____

BUYER(S) [Signature]

259. Address 13313 Thomas Drive

260. Page 7 Date May 12, 2010

261. OTHER: _____

262. _____

263. _____

264. _____

265. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

267. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.
271. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and on the terms and conditions set forth above
I have reviewed all pages of this Purchase Agreement.

272. ☐ If checked, this Purchase Agreement is subject to attached Counteroffer Addendum.

274. X Susan Silber 5/12/2010
(Seller's Signature) (Date)

X [Signature] 12 May 10
(Buyer's Signature) (Date)

275. X Susan Silber
(Seller's Printed Name)

X Perghanne Holmes
(Buyer's Printed Name)

276. X Married
(Marital Status)

X Penang Legal Divorce
(Marital Status)

277. X [Signature]
(Seller's Signature) (Date)

X [Signature] May 22, 2010
(Buyer's Signature) (Date)

278. X Mary C. Lange
(Seller's Printed Name)

X Thomas W. Lies
(Buyer's Printed Name)

279. X Married
(Marital Status)

X Married
(Marital Status)

280. FINAL ACCEPTANCE DATE _____

281. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
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284. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
285. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

286. SELLER(S) [Signature]

BUYER(S) [Signature]

287. SELLER(S) _____

BUYER(S) _____

259. Address 13313 Thomas Drive

260. Page 7 Date May 12, 2010

261. OTHER: _____

262. _____

263. _____

264. _____

265. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of
266. this Purchase Agreement, including addenda, on line two (2) of page one (1).)

267. I, the owner of the property, accept this Purchase
268. Agreement and authorize the listing broker to withdraw
269. said property from the market, unless instructed
270. otherwise in writing.

271. I have reviewed all pages of this Purchase Agreement.

272. ☐ If checked, this Purchase Agreement is subject to
273. attached Counteroffer Addendum.

I agree to purchase the property for the price and on
the terms and conditions set forth above.
I have reviewed all pages of this Purchase
Agreement.

274. X _____
(Seller's Signature) (Date)

X _____ 12 May 10
(Buyer's Signature) (Date)

275. X _____
(Seller's Printed Name)

X Leighanne Holmes
(Buyer's Printed Name)

276. X _____
(Marital Status)

X Pending Legal Divorce
(Marital Status) soon

277. X Mark J. Lies 5/23/10 MJC
(Seller's Signature) (Date)

X Mark J. Lies 5/23/10
(Buyer's Signature) (Date)

278. X Mark J. Lies
(Seller's Printed Name)

X Mark J. Lies
(Buyer's Printed Name)

279. X Divorced
(Marital Status)

X Divorced
(Marital Status)

280. FINAL ACCEPTANCE DATE _____

281. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).

282. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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284. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT WHICH IS AN OPTIONAL,
285. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

286. SELLER(S) _____

BUYER(S) _____

287. SELLER(S) _____

BUYER(S) _____



New Horizons Realty Inc

PURCHASE AGREEMENT

259. Address _____

260. Page 7 Date _____

261. OTHER: A Carbon Monoxide detector will be in place and operational within 10' of each legal bedroom.

262. _____

263. _____

264. _____

265. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

267. I, the owner of the property, accept this Purchase

268. Agreement and authorize the listing broker to withdraw

269. said property from the market, unless instructed

270. otherwise in writing.

271. I have reviewed all pages of this Purchase Agreement.

272. ☐ If checked, this Purchase Agreement is subject to
273. attached Counteroffer Addendum.I agree to purchase the property for the price and on
the terms and conditions set forth aboveI have reviewed all pages of this Purchase
Agreement.

WML
274. X Will M. Lies, c.s.c. 5-31-10 X _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

WML
275. X WILLIAM M. LIES, c.s.c. X _____
(Seller's Printed Name) (Buyer's Printed Name)

WML
276. X Single X _____
(Marital Status) (Marital Status)

277. X _____ X _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

278. X _____ X _____
(Seller's Printed Name) (Buyer's Printed Name)

279. X _____ X _____
(Marital Status) (Marital Status)

280. FINAL ACCEPTANCE DATE _____

281. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
282. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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284. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
285. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

286. SELLER(S) _____ BUYER(S) _____

287. SELLER(S) _____ BUYER(S) _____

MN:PA-7 (8/09)



New Horizons Realty Inc
16534 Hwy 27
Little Falls, MN 56345
Office: (320) 632-2381

FINANCING ADDENDUM DVA GUARANTEED MORTGAGE

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2009 Minnesota Association of REALTORS®, Edina, MN

1. Date May 12, 2010
2. Page _____

3. Addendum to Purchase Agreement between parties, dated May 12, 2010, pertaining to the
4. purchase and sale of the property at 13213 Thomas Drive

5. Little Falls

6. There ☐ IS ☒ IS NOT a Buyer's Financial Disclosure Statement submitted with this Purchase Agreement.
(Check one.)

7. Buyer shall apply for and secure, at Buyer's expense, a Department of Veterans' Affairs (DVA) GUARANTEED

8. Fixed mortgage in the amount stated in this Purchase Agreement, amortized monthly over a period
(Fixed, ARM, etc.)

9. of not more than 30 years, with an initial mortgage interest rate at no more than 5.75 percent (%) per
10. annum. The mortgage application IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS after the Final Acceptance of
11. this Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute
12. all documents required to consummate said financing.

13. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first
14. mortgage and any subordinate financing.

15. (Check one.)

16. For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage
17. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this Purchase
18. Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an appraisal,
19. satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close the loan.

20. ☒ If Buyer cannot secure such mortgage(s) and this Purchase Agreement does not close on the closing
21. date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of*
22. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded
23. to Buyer.

24. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
25. or before _____, 20____.

26. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility
27. for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed
28. accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the
29. stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders to the extent
30. required by this Purchase Agreement, including but not limited to interest rate and discount points, if any, Seller
31. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
32. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
33. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
34. to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by
35. law.

36. If the Written Statement is not provided by the date specified on line 25, this Purchase Agreement is canceled.
37. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
38. directing all earnest money paid hereunder to be refunded to Buyer.

39. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
40. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MIN:FAVM-1 (8/09)

**FINANCING ADDENDUM
DVA GUARANTEED MORTGAGE**

41. Page _____

42. Properly located at 13313 Thomas Drive43. **FUNDING FEE:** Pursuant to Federal Regulations, a one-time Funding Fee must be paid at the closing of this transaction
44. as follows:45. _____ paid by Buyer ☐ AT CLOSING ☒ ADDED TO MORTGAGE AMOUNT
(Check one.)

46. _____ paid by Seller

47. **NOTE:** DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.48. **DISCOUNT POINTS:** If Seller has agreed to pay discount points pursuant to this Purchase Agreement, a *Financing*
49. *Addendum Seller's Contribution to Closing Costs and Discount Points* must be attached. Nothing in this Purchase
50. Agreement shall prohibit Buyer from paying any mortgage discount points.51. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer
52. (check one):53. ☐ WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE OF THIS PURCHASE AGREEMENT; OR54. ☐ AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).55. **DVA COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty that Seller
56. shall make repairs required by the DVA commitment. However, Seller agrees to pay up to \$ 2
57. to make repairs, as required by the DVA commitment. If the DVA commitment is subject to any work orders for which
58. the cost of making said repairs shall exceed this amount, Seller shall have the following options:

59. (a) making the necessary repairs; or

60. (b) negotiating the cost of making the repairs with Buyer; or

61. (c) declaring this Purchase Agreement cancelled, in which case this Purchase Agreement is cancelled. Buyer and
62. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing
63. all earnest money paid hereunder to be refunded to Buyer, unless Buyer provides for payment of the cost of said
64. repairs or escrow amounts related thereto above the amount specified on line 56 of this Addendum.65. **LENDER PROCESSING FEES:** Seller agrees to pay miscellaneous processing fees which the lender(s) cannot charge
66. to Buyer, not to exceed \$ 600.00.67. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE:** "It is expressly agreed that, notwithstanding any other
68. provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be
69. obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds
70. the reasonable value of this property established by the Department of Veterans' Affairs. The purchaser shall, however,
71. have the privilege and option of proceeding with the consummation of this contract without regard to the amount of
72. reasonable value established by the Department of Veterans' Affairs."73. **NOTE:** Verify DVA requirements relating to payment of all special assessments levied and pending, and
74. annual installments of special assessments certified to yearly taxes.75. **OTHER:** _____

76. _____

77. _____

78. [Signature] 5/26/2010 [Signature] 18 May 10
(Seller) (Date) (Buyer) (Date)79. _____
(Seller) (Date) (Buyer) (Date)80. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
81. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:FAVM-2 (8/09)



New Horizons Realty Inc

ADDENDUM TO PURCHASE AGREEMENT

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1. Date May 13, 2010

2. Page _____

3. Addendum to Purchase Agreement between parties, dated May 12, 2010, pertaining to the
4. purchase and sale of the property at 13313 Thomas Drive

5. Little Lake, Minnesota

6. Contingent on:

7. 1) Legal dissolution of marriage by the

9. 2) Potable water test and lead test

10. required by U.A.

11. 3) Septic certification

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

21. _____

22. _____

23. _____

24. _____

25. _____

26. _____

27. _____

28. _____

29. _____

30. _____

31. [Signature]
(Seller)

(Date)

(Buyer)

(Date)

32. [Signature]
(Seller)

(Date)

(Buyer)

(Date)

33. _____

34. _____

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN-APA (6/06)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:

Mark J. Lies

CHAPTER 7
CASE NO. 09-40248-NCD

MEMORANDUM IN SUPPORT OF MOTION OF TRUSTEE FOR
AUTHORITY TO SELL PROPERTY OF THE ESTATE

Timothy D. Moratzka (“Trustee”) submits this memorandum of law in support of the motion to sell Estate’s interest in certain Real Property.

INTRODUCTION

This Court should enter an order authorizing Trustee to sell the Real Property described in the Motion and held by the Trustee of Mark J. Lies to Leighanne H. Holmes (“Holmes”), because doing so would be in the best interests of the Estate.

FACTS

The Facts are set forth in the Motion.

ARGUMENT

Trustee has agreed to sell the Estate’s interest in the Real Property. Trustee asserts the acceptance of the offer is a good faith exercise of his business judgment and is within the scope of his authority as trustee. Trustee believes that the sale price is justified by market conditions. Tax consequences to the Estate are not extraordinary. Such decisions should be upheld by the Court. One Court has stated the proposition, as follows:

Absent fraud or mismanagement on the part of the trustee, the court will not attempt to second-guess the trustee’s business judgment made in good faith, upon a reasonable basis and within the scope of the trustee’s authority.

In re AFCO Enter., Inc., 35 B.R. 512, 517 (Bankr.D.Utah 1983 (citing In re Curfew Valley Assoc., 14 B.R. 506 (Bankr.D.Utah 1981)). Trustee believes the price to be paid

by Holmes for the Real Property is reasonable under the facts and circumstances.

Pursuant to 11 U.S.C. § 363(b)(1), the Trustee is permitted, after notice and hearing, to use, sell or lease, other than in the ordinary course of business, property of the estate.

Under 11 U.S.C. §363(f), the Trustee is permitted to sell property under § 363(b) free and clear of any interest of an entity other than the estate only if:

1. applicable non-bankruptcy law permits sale of such property free and clear of such interest;
2. such entity consents;
3. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
4. such interest is in bona fide dispute; or
5. such entity could be compelled, in a legal or equitable proceeding to accept a money satisfaction of such interest. See 11 U.S.C. § 363(f); In re Kellstrom Industries, Inc. 282 B.R. 787, 793-96 (§ 363(f) is written in disjunctive; the court approved the sale where only one of the five conditions were met).

CONCLUSION

For the reasons stated above, the Court should enter an order authorizing Trustee to sell the Estate's interest in the Real Property held by the Bankruptcy Estate to Holmes for the sum of Tow Hundred Thirty Nine Thousand and 00/Dollars (\$239,000), free and clear of liens.

DATED: August 24, 2010

MACKALL, CROUNSE & MOORE

By: /e/Timothy D. Moratzka
Timothy D. Moratzka (Attorney No. 75036)
Attorneys for Trustee
1400 AT&T Tower
901 Marquette Avenue
Minneapolis, MN 55402
(612) 305-1400

U.S. BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:

Mark John Lies

Debtor.

CHAPTER 7
CASE NO. 09-40248-NCD

UNSWORN DECLARATION FOR PROOF OF SERVICE

Jinah E. Finnes, employed by Mackall, Crounse & Moore, attorney(s) licensed to practice law in this court, with office address of 1400 AT&T Tower, 901 Marquette Avenue, Minneapolis, MN 55402-2859, declares that on the date set forth below, caused the following documents:

Notice of Hearing and Motion of Trustee for Authority to Sell Real Property of the Estate Free and Clear of Certain Liens, Memorandum in Support of Motion, and proposed Order

to be filed electronically with the Clerk of Court through ECF, and that ECF will send an e-notice of the electronic filing to the following:

- Timothy D Moratzka mcm_trustee@mcmlaw.com, tmoratzka@ecf.epiqsystems.com;ldj@mcmlaw.com
- Timothy D. Moratzka tdm@mcmlaw.com, ldj@mcmlaw.com;jef@mcmlaw.com
- Richard J. Pearson pp@mn.state.net
- US Trustee ustpregion12.mn.ecf@usdoj.gov

I further certify that I caused a copy of the foregoing documents and the notice of electronic filing to be e-mailed to the following non-ECF participants:

Thomas Lies
Attorney for the Estate of Delores Ann Lies
630 Roosevelt Rd., Suite 101
St. Cloud, MN 56302
tlies@pennlies.com

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: August 24, 2010

/e/Jinah E. Finnes

1278632.1-TDM

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:

Mark John Lies,

Debtor.

CHAPTER 7
CASE NO. 09-40248-NCD

ORDER APPROVING SALE

This case came before this Court pursuant to the Trustee's Motion for Authority to Sell Real Property of the Estate. All parties having received proper notice and no objections filed. Based upon the files, records and proceedings herein,

IT IS ORDERED:

1. The Trustee sell the following Real Property held by the Bankruptcy Estate of Mark J. Lies, for the sum of Two Hundred Thirty-Nine Thousand and 00/Dollars (\$239,000) to Leighanne H. Holmes:

The land referred to is situated in the State of Minnesota, County of Morrison, and is legally described as follows:

Lot 11, Highland Park Terrance, according to the plat thereof on file and of record in the office of the County Recorder in and for Morrison County, Minnesota.

Property Address: 13313 Thomas Drive, Little Falls, MN 56345
("Real Property")

2. The sale will be free and clear of liens.

3. The Trustee is authorized and empowered to fully perform, consummate and implement the Sale of the Real Property and execute all additional instruments and documents that may be reasonably necessary or desirable to implement and give effect to the Sale order and

to take all further actions as may reasonably be requested by Holmes for the purpose of assigning, transferring, granting and conveying the Real Property to Holmes and complete any other acts, as may be otherwise necessary or appropriate to the performance of the obligations as contemplated by the Sale.

4. The balance of proceeds of the sale shall be held by Trustee subject to further order of the Court.

DATED: _____

Nancy C. Dreher
United States Bankruptcy Judge